



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2713

RAYMOND G. FORTNER, JR.
County Counsel

December 23, 2008

TELEPHONE
(213) 974-1801

FACSIMILE
(213) 626-7446

TDD
(213) 633-0901

E-MAIL
Rfortner@counsel.lacounty.gov

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONTRACT WITH SPECIAL COUNSEL MERRICK J. BOBB
ALL SUPERVISORIAL DISTRICTS
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and direct the Chairman to sign the enclosed contract with Merrick J. Bobb, for the period of January 1, 2009 to December 31, 2011.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 25, 2008, your Board instructed this office and the Chief Executive Officer to negotiate and present to the Board for approval, a contract for legal services to be provided by Special Counsel, Merrick J. Bobb, with an appropriate increase in compensation.

FISCAL IMPACT/FINANCING

Merrick J. Bobb has provided specialized legal services since 1993. From 1993 through 2006 his compensation was \$200 per hour, with an annual cap of \$200,000. For 2007 and 2008 his contract provided for compensation of \$210 per hour with a \$210,000 cap. This contract will provide for an increase to \$223 per hour. The six percent increase tracks the cost of living increases that unrepresented salaried County employees received and will receive for 2008 and 2009. During the term of this contract, Mr. Bobb's compensation will be raised by the same percentage, and be made effective on the same dates, as cost of living increases are

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made to the salaries of unrepresented attorneys in the County Counsel's Office. This contract caps Mr. Bobb at 1,000 billable hours per year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Mr. Bobb's contract is necessary to continue monitoring implementation of the Kolts Report.

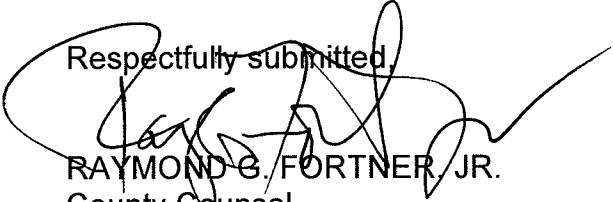
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The contract will allow the continuation of Special Counsel's reports to the Board of Supervisors.

CONCLUSION

It is recommended that your Board approve and direct the Chairman to sign the Contract for Special Counsel with Merrick J. Bobb for a three-year contract for the period January 1, 2009 to December 31, 2011.

Respectfully submitted,



RAYMOND G. FORTNER, JR.
County Counsel

RGF:GWT:bl

Attachments (1)

c: Leroy D. Baca, Sheriff

William T Fujioka
Chief Executive Officer

Sachi A. Hamai, Executive Officer
Board of Supervisors

CONTRACT FOR SPECIAL COUNSEL

This contract is entered into between the County of Los Angeles and Merrick J. Bobb, Attorney at Law.

WHEREAS, the COUNTY OF LOS ANGELES wishes to employ Merrick J. Bobb as Special Counsel to monitor the implementation of the Kolts Report concerning the operations of the Los Angeles County Sheriff's Department, and;

WHEREAS, Merrick J. Bobb has acted as Special Counsel to the County of Los Angeles pursuant to Contract No. 66889 and amendments thereto and Contract No. 73227; it is therefore agreed by and between the County of Los Angeles and Merrick J. Bobb as follows:

1. Special Counsel Work Statement and Charge.

1(a). Special Counsel to the County of Los Angeles will monitor the implementation of the Kolts Report by conducting audits of the Los Angeles County Sheriff's Department. Special Counsel may also conduct special investigations as authorized by the Board of Supervisors.

1(b). Special Counsel's audits shall be in the same format and adhere to the same procedures used in providing services as Special Counsel under Contract No. 66889.

1(c). As Counsel to the County of Los Angeles, Special Counsel shall have access on an attorney-client basis to such confidential records of the

County of Los Angeles, its departments and officers as may be material and relevant to this inquiry. All public reports shall preserve all statutory and constitutional requirements of confidentiality with regard to records and individuals. Such information will be information acquired by a public employee in the course of his or her duty and not open, or officially disclosed, to the public within the meaning of Evidence Code section 1040.

1(d). Consistent with such confidentiality, any reports concerning specific individuals shall be made solely to the Sheriff on an attorney-client basis.

1(e). While protecting such confidentiality, Special Counsel shall provide progress reports to the Board of Supervisors and the Sheriff for dissemination to the public at least twice a year.

2. Compensation and Expenses.

2(a) Special Counsel shall be compensated at the rate of \$223 per hour, or at some other amount that the Board of Supervisors and Special Counsel may approve, by a written amendment to this agreement.

2(b). Special Counsel's hourly fee shall be increased by a percentage equal to those percentage increases for cost of living made after January 2, 2009, to the salaries of non-supervisory unrepresented attorneys in the Office of the County Counsel. Said increases in Special Counsel's hourly fee shall be rounded to the nearest dollar and shall be effective on the dates increases in compensation for said County Counsel attorneys become effective.

2(c). Special Counsel and his staff shall be reimbursed for necessary expenses at the same rates and on the same terms as County employees.

2(d). Special Counsel's total compensation for fees and expenses in any calendar year may not exceed a sum equal to his hourly fee multiplied by 1,000 (one thousand).

2(e). Payment shall be made by the County to Special Counsel and his staff periodically within 10 working days after submission of an invoice to the Office of the County Counsel indicating the compensation due to date at the specified rates, and signed approved as to payment by Special Counsel. Such invoices and other requests to the County Counsel shall be mailed or delivered to Gordon W. Trask, Principal Deputy County Counsel, 648 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012.

3. Support Staff

In his discretion, Special Counsel may utilize the services of employees of his law firm, or others, at rates not exceeding his own rate, as shall determine to be appropriate and necessary to the performance of his duties. Each such person shall sign an addendum to this agreement, approved as to form by the County Counsel, agreeing to the terms of this agreement. Staff assisting Special Counsel shall not have a criminal record of conviction of any crime of moral turpitude. Special Counsel shall be responsible for all assisting staff. All interim and final reports shall be communicated only by Special Counsel, not by his staff.

4. Disposition of Records.

The confidentiality of all records and materials collected and used by Special Counsel and his staff shall be preserved consistent with the terms of paragraph 1 of this contract, and shall within thirty days of Special Counsel completing his services be delivered to the County Counsel for confidential retention in the manner and for the periods required by law for confidential records of the County Counsel.

5. Period of Agreement.

This agreement shall commence on January 1, 2009, and terminate on December 31, 2011.

WHEREFORE, IT IS SO AGREED.

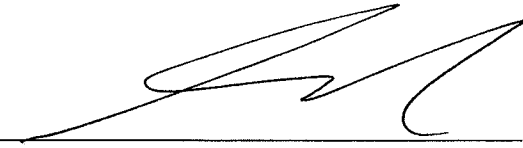
Date: Dec. 10, 2008

Merrick Bobb
Merrick J. Bobb
Special Counsel

Date: _____

Don Knabe,
Chairman, Board of Supervisor

APPROVED AS TO FORM:
Raymond G. Fortner Jr.
County Counsel

By 
Gordon W. Trask
Principal Deputy County Counsel